MAGISTRATE'S APPEAL.

D. S. Marshall for the appellant.

A. V. Winslow (D.P.P.) for the Crown.

Murray-Aynsley, C.J.: — This appeal raises a short point on the interpretation of section 9 of the Price Control Ordinance (No. 6 of 1950).

The section reads as follows:—

"9. Any person carrying on a business in the course of which price-regulated goods are normally sold and who has in his possession a stock of such goods, who —

(a) falsely denies that he has such goods in his possession, or

(b) refuses, except with the permission of the Price Controller, to sell such goods in reasonable quantities.

shall be guilty of an offence against this Ordinance.

Provided that it shall be a good defence to a charge under paragraph (b) of this section that the accused had reasonable grounds for believing that the purchaser was unable or unwilling to make immediate payment of the price of such goods in cash."

It appears that the appellant carries on a business described by the prosecution as a sundry goods shop. It appears that provisions of certain kinds are sold there. There is no evidence that sugar or any other price-regulated goods were ever sold there. The appellant denied that he ever sold sugar. It was contended on behalf of the prosecution that it was sufficient if sugar was normally sold in shops of that kind.

I do not agree. In my opinion the words "business in the course of which price-regulated goods are normally sold" mean that price-regulated goods are normally sold in that particular business, not in similar businesses. In any event there does not seem to have been any evidence as to what similar types of business normally sold.

The appeal must be allowed. The fines (if paid) to be refunded and also the proceeds of sale of the sugar.

Appeal allowed.

KWAH LENG KIAH AND 2 OTHERS v. REX.

[App. Crim. Juris. (Murray-Aynsley, C. J.) March 6, 1951]

[Singapore — Magistrate's Appeal No. 170 of 1950]

Food Control Ordinance (No. 41 of 1949), s. 10 — Price Control Ordinance (No. 6 of 1950) 9.

In this case the appellants were charged with (1) concealing with intent to withhold a controlled article, to wit, sugar, thereby contravening section 10 of the Food Control Ordinance and (2) alternatively falsely denying that they had price-regulated goods in their possession and thereby committing an offence under section 9 of the Price Control Ordinance. It appeared that some sugar was found on the premises of the appellants in circumstances that justified the finding that it was concealed. It also appeared that the first appellant had acquired sugar for sale by retail before sugar became a controlled article. There was no direct evidence as to the purpose of the concealment and the court was asked to draw the necessary inference.

Held, that the court could not in the circumstances draw the inference that the sugar was concealed in order to withhold it from the market. Conviction quashed.

MAGISTRATE'S APPEAL.

N. N. Leicster for the appellants.

A. V. Winslow (D.P.P.) for the Crown.

Murray-Aynsley, C.J. : — This case raises a short point under section 10 of the Food Control Ordinance (No. 41 of 1949).

It appeared that some sugar was found on the premises of the appellant in circumstances that justified the finding that it was concealed. It also appeared that the first appellant had acquired sugar for sale by retail but that at the time of the seizure by reason of the fact that he was not a licensed dealer he could not legally sell the sugar in question either by wholesale or by retail. There was no direct evidence as to the purpose of the concealment and the Court was asked to draw the necessary inference. In my opinion the Court could not in the circumstance draw the inference that the sugar was concealed in order to withhold it from the market. In the circumstances I quashed the conviction.

Appeal allowed.

CHONG CHOO NEO (m.w.) v. SEM THYE TONG PAWNSHOP.

[Orig. Civ. Juris. (Brown, J.) March 20, 1951]

[Singapore — Civil Suit No. 87 of 1950]

Debtor and Creditor (Occupation Period) Ordinance, s. 6 — Occupation debt — Meaning of.

The plaintiff in this case sued the defendants for the balance of amount due on a deposit receipt dated 6th July 1943. The deposit receipt read as follows:—

" SINGAPORE SEM THYE PAWNSHOP.

A deposit of $2,000/- is hereby received from Madam Chong Choo Neo and it is agreed that the monthly interest for every $100/- shall be 70 cents.

(No interest for fraction of a month).

This money is for a period of six months, on expiration of which period full payment shall be made on presentation of this document.

Lest words of mouth bear no evidence, this document is executed as proof."

The defendants pleaded that the plaintiff did not at any time prior to the 12th day of August 1945 demand the repayment of the said deposit either within the said period of six months or at any time thereafter and relied on section 6 of the Debtor and Creditor (Occupation Period) Ordinance.

Held, that the debt which is the subject of this claim was payable by virtue of the legal obligation which the defendants assumed when they accepted the money on deposit in 1943 but as the plaintiff neither claimed the money after the period of 6 months nor presented the receipt, section 6 of the Debtor and Creditor (Occupation Period) Ordinance applied and claim dismissed.

ACTION.

Harry Wee for the plaintiff.

T. W. Ong for the defendant.

Cur. Adv. Vult.

Brown, J. : — In this case the plaintiff sues for the recovery of money (with interest) which was deposited with the defendant during the Japanese Occupation. The deposit receipt contains the terms of the contract. Before the money was repayable two conditions had to be satisfied. The first was that a period of six months must elapse. The second was that before the money could be repaid the deposit receipt had to be presented. At no time did the plaintiff present or offer to present the deposit receipt until this action was commenced.

The defendant pleads section 6 of the Debtor and Creditor (Occupation Period) Ordinance No. 5 of 1949 and the only question is whether this is an "occupation debt." An "occupation debt" is defined as :—

> a debt payable by virtue of an obligation incurred during the occupation period and accruing due at any time.

A "debt" is defined as :—

> a sum certain in money payable by virtue of a legal obligation and recoverable when due by process of law.

It has been contended that the obligation was not assumed until the money became due by the conditions being fulfilled. In my opinion that is quite untenable. When the defendant received the money he incurred an obligation to repay it at some future time and upon the performance of the two conditions. When the debt becomes due is immaterial so long as the obligation was incurred during the Occupation, and the debt which is the subject of this claim is payable by virtue of the legal obligation which the defendant assumed when he accepted the money on deposit in 1943.

It therefore follows that section 6 is a valid defence to this claim and there must be judgment for the defendant with costs on the claim and the counterclaim.

Judgment for the defendant.